

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

**WOLLMUTH MAHER & DEUTSCH LLP**

Paul R. DeFilippo, Esq.  
500 Fifth Avenue  
New York, New York 10110  
Telephone: (212) 382-3300  
Facsimile: (212) 382-0050  
[pdefilippo@wmd-law.com](mailto:pdefilippo@wmd-law.com)

## JONES DAY

Gregory M. Gordon, Esq.  
Brad B. Erens, Esq.  
Dan B. Prieto, Esq.  
Amanda Rush, Esq.  
2727 N. Harwood Street  
Dallas, Texas 75201  
Telephone: (214) 220-3939  
Facsimile: (214) 969-5100  
gmgordon@jonesday.com  
bberens@jonesday.com  
dbprieto@jonesday.com  
asrush@jonesday.com  
(Admitted *pro hac vice*)

## PROPOSED ATTORNEYS FOR DEBTOR

**McCARTER & ENGLISH LLP**

Thomas W. Ladd, Esq. (Bar No.  
022631986)  
John C. Garde, Esq. (Bar No. 014171986)  
Four Gateway Center  
100 Mulberry Street  
Newark, NJ 07102  
Telephone: (973) 622-4444  
Facsimile: (973) 624-7070  
tladd@mccarter.com  
jgarde@mccarter.com

*PROPOSED SPECIAL COUNSEL FOR  
DEBTOR*

In re:

LTL MANAGEMENT LLC,<sup>1</sup>  
Debtor.

Chapter 11

Case No.: 23-12825 (MBK)

Judge: Michael B. Kaplan

**ORDER AUTHORIZING RETENTION OF  
MCCARTER & ENGLISH, LLP, EFFECTIVE AS OF APRIL 4, 2023**

The relief set forth on the following page is hereby **ORDERED**.

<sup>1</sup> The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

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Debtor: LTL Management LLC

Case No. 23-12825-MBK

Caption: Order Authorizing Retention of McCarter & English, LLP, Effective as of  
April 4, 2023

Upon the applicant's, LTL Management LLC (the "Debtor"),<sup>2</sup> request for authorization to retain McCarter & English, LLP ("McCarter") as special insurance counsel and New Jersey talc mesothelioma counsel to the Debtor, effective as of April 4, 2023 it is hereby **ORDERED**:

1. The Application is Granted to the extent set forth below.  
The professional's address is: McCARTER & ENGLISH LLP  
Four Gateway Center  
100 Mulberry Street  
Newark, NJ 07102
2. Pursuant to section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Local Bankruptcy Rules 2014-1 and 2016-1, the Debtor is authorized to employ and retain McCarter as its special insurance counsel and New Jersey talc mesothelioma counsel in the Chapter 11 Case, effective as of April 4, 2023, the Petition Date.
3. McCarter shall file monthly, interim and final fee requests for allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules and the Local Bankruptcy Rules, the U.S. Trustee Guidelines (as defined below), and any other applicable procedures and orders of this Court, including any order approving interim compensation procedures. The rights of all parties in interest with respect to any such fee requests are fully preserved.
4. McCarter will bill only 50% for its services for non-working travel and McCarter will not seek reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any of McCarter's fee applications in this case.
5. McCarter will agree to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for*

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<sup>2</sup> Capitalized terms used herein but not otherwise defined have the meanings given to them in the Application.

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Debtor: LTL Management LLC

Case No. 23-12825-MBK

Caption: Order Authorizing Retention of McCarter & English, LLP, Effective as of  
April 4, 2023

*Reviewing Applications for Compensation and Reimbursement of Expenses Filed under  
11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, Effective as of November 1,  
2013 (the “U.S. Trustee Guidelines”).*

6. McCarter will provide any and all monthly fee statements, interim fee applications, and final fee applications in “LEDES” format to the United States Trustee.
7. Notwithstanding anything to the contrary in the Application, all parties-in-interest have the right to object to any allocation of fees and expenses between the Debtor and Johnson & Johnson and/or any non-Debtor affiliates.
8. If the professional requested a waiver as noted below, it is ☐ Granted ☐ Denied.  
  
☐ Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.  
  
☐ Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
9. The effective date of retention and employment is April 4, 2023.